

but the sum was lodged in Court under protest, and legal proceedings are in progress to try the validity of the seizure, and the whole question at issue.—Dinmore-hill has now been excavated for the Shrewsbury and Hereford Railway a distance of 200 yards on the Hereford side. Of course the tunneling progresses at both ends, and it is expected that in less than three months there will be a drift-way through the hill.—Amongst designs of late provisionally registered is one by Mr. S. Hall, of Northampton, for forming the ends of rails of such shapes that they shall fit into each other, and cannot be dislocated either at the top, the bottom, or the sides.—A protest has been entered against the payment of the Austrian prize of 10,000 ducats for the best constructed locomotive capable of crossing the Semmering. The prize was awarded by the Minister of Trade to Maffei, the engineer, of Munich. An engineer of the name of Bodmer, whose residence is not mentioned, has protested against the reward, on the ground that the engine made by Maffei, and, indeed, all the others which competed, are an infringement of an invention of his own, for which he holds a patent. The payment of the 10,000 ducats has been delayed, and investigations are in progress on the subject.

#### ARCHITECTS' CHARGES.

TAYLOR & STEVENSON.

In this affair plaintiff, who retained Mr. Powell, is an architect and surveyor in Birmingham, and defendant is landlord of the Roebuck Inn, Sobohill, Handsworth. The action was brought to recover an alleged balance due of 11*l*. 7*s*. 8*d*., for services performed by Mr. Taylor in his capacity of architect for Mr. Stevenson, who had erected some buildings on his own account on land leased by him in Sobohill. It was shown in evidence that plaintiff had made out the plans and specifications for these houses, three in number, including also the superintendence of the work, at the usual commission of 2½ per cent., and that the costs of these dwellings would be about 500*l*. The original demand made by Mr. Taylor for his services so far, came to 12*l*. 10*s*., of which he had received 8*l*. 10*s*., and after the issue of the summons, a further sum of 4*l*. had been paid into court by Mr. Stevenson. At this juncture the defendant decided to have the work performed by contract, and accordingly, by his direction, plaintiff proceeded to take out the quantities, i.e., the actual extent and nature of the works, and the description of the materials to be used. Tenders were sent in, and the lowest one came to 287*l*. for bricklayers' and for carpenters' work. Finally, however, defendant determined to find materials and employ workmen himself. The usual remuneration for getting out the quantities and furnishing copies of the same, for the assistance of those disposed to tender for the work, was 1½ per cent., and in accordance with this Mr. Taylor had charged Mr. Stevenson for such item. It was said that the usual course was that if contracted for, the person having the contract paid for this labour in getting out the quantities; but if, as in this case, the owner had the work done on his own account, he was responsible for such items. To support this view plaintiff called a witness, who seemed to know little of the matter: all he said was, that if the quantities were got out, somebody ought to pay for this work.

Mr. Hawkes then contended that it was clear the sum originally charged of 2½ per cent. was to cover the whole expense of the plaintiff's labour, for he had, in fact, neglected the supervision of the works greatly, and the learned gentleman then called the bricklayer and carpenter who had done the work, and they said they gave Mr. Taylor a certain sum for his services in getting out the quantities.

After hearing Mr. Powell, who, in remarking upon the charge of negligence against his client, said that in addition to having the misfortune to break his leg at that time, he was also then under pecuniary difficulties,

His Honour, in giving judgment, said he thought (irrespective of the balance of 4*l*. under the first agreement) plaintiff was entitled as follows:—for the labour in respect to the quantities, 2*l*. 3*s*.; for extra superintendence, 15*s*.; and for a sum paid to a law stationer for eleven copies of specification and quantities, 1*l*. 13*s*. 6*d*. Total, 4*l*. 11*s*. 6*d*. extra for this extra work; and the judge also on application allowed costs.—*Birmingham Journal*.

#### COMPENSATION TO BUILDERS FOR FALSE QUANTITIES.

A CASE of considerable interest to architects and surveyors was the subject of arbitration lately in Manchester. The following appear to have been the circumstances:—

In February, 1850, the guardians of Ashton-under-Lyne Union, after some competition, accepted the plans of Mr. Nicholson, an architect, for the erection of a new workhouse, stipulated not to exceed in cost the sum of 6,000*l*. The same architect was employed to take out the quantities, and these were sold by the guardians to all competing builders who applied for them; and the tender of Messrs. Farrell and Griffiths, of Manchester (amount 5,585*l*.), was accepted. During the progress of the works, it would appear (as came out in evidence) that the contractors entertained doubts of the correctness of the quantities with which they had been furnished, and ultimately the matter became so conspicuous, that after making an unsuccessful application for a proper arrangement, the whole affair was (by a clause in the contract) left to arbitration.

The arbitrators appointed were, Mr. Dickson, of Manchester, architect, and Mr. Bellhouse, of Manchester, builder; and these gentlemen appointed Mr. Picton, of Liverpool, architect, as umpire. Legal gentlemen on both sides were heard as advocates, who produced witnesses to prove the manner in which the contract had been entered upon and executed, together with much other matter connected with the due and proper performance of the works. Claims were made upon both sides; on that of the guardians for works not performed according to specification, and on that of the builders for works extra from plans, specifications, and furnished quantities.

The decision of the arbitrators was,—1st. That under the circumstances, the guardians were responsible for the correctness of the quantities furnished and sold by them; and, 2ndly, That deviations from the plans and specification should be regulated by measure and value.

The first decision involved the necessity of taking out the quantities from the original plans, as they should have been originally produced to the builders; thereby to prove the correctness or incorrectness of the quantities acted upon; and the second, a give-and-take measurement of the work as executed.

Both of these processes involved much labour and expense, but elicited some curious facts.

The original quantities were found deficient more than 25 per cent. and the additional extra works, together with the corrected quantities, raised the cost of the building about 35 per cent.

Some strange deviations in substituting one material for another were found to have been made during the progress of the works, notwithstanding that the architect and clerk of the works were invested with the strongest powers of control: these the arbitrators took fairly into account, and balanced the result accordingly.

Now, Sir, you have frequently exposed and commented upon the evils of competition; but in this case I think you will see a new feature, not only for complaint, but for alarm. In this case the arbitrators, having full power accorded to them, may have performed their duty as men of honour and honesty; but in the absence of an arbitration clause, as well as the accompanying circumstances, what might have been the result to the builders? And again, if architects, who in the provinces pursue also the practice of surveying, should be declared not responsible for the quantities they produce, where is the purity of competition? where the safety of the public? and where the honour of the profession?

Some proper understanding upon these points is required for the security and credit of all parties concerned.

Alluding in this case to arbitrators being engaged, there is one subject that may be named as peculiar in arbitration cases, that of awarding the costs. In this case, although the contractors could obtain no redress until bringing the case to arbitration, when their

complaints were verified, and where the costs amounted to about 400*l*., the arbitrators pursued the old-fashioned style of dividing the expenses! However superior, in such cases, an arbitration court may be to a court of law, such a glaring inconsistency never would have been made in the latter.

In many cases such a cure would be worse than the disease: this is too evident to require comment.

MANCUNIENSIS.

#### THE GOVERNMENT ADVANCES ON ACCOUNT OF THE POOR IN IRELAND.

THE WORKHOUSE LOANS.

We find, by the calculations contained in the Report of the Poor Law Commissioners for the year 1845, that the average poundage on the net annual value of Ireland for the repayment of the loans granted for building the union workhouses in Ireland, was 1*s*. 8½*d*. in the pound, assuming it had been raised off the rates in one year.

It appears, however, that the loans were granted subject to the repayment of the principal and interest, by instalments, to be extended over twenty years, the first ten years being free of interest. By this favourable arrangement, the yearly instalments for the repayment of principal and interest amounted, on the average, to only one penny in the pound per annum.

Since, however, the debts due on account of the workhouse loans have been included in the amounts advanced by Government for the relief works, and made a consolidated debt, the principal and interest of which is to be repaid by annuities, extending in most Unions over forty years, the repayment for the workhouse buildings included therein amounts, on the average, to only one half-penny in the pound per annum.

The rate of payment per annum, however, being determined by the valuation of the union, it follows that the poor unions of the extreme north and west have a higher rate to pay than the others. For instance, in the City of Dublin unions the amount of annual rate required to pay the debt due for the above purpose would be only about one-eighth of a penny in the pound if extended over forty years, while in the union of Dunfanaghy, in the county of Donegal, it would amount to 2½*d*. per annum for forty years. In the rural union of Celbridge, in the county of Dublin, it would be little more than one farthing, and in the unions of Drogheda, Rathdrum, Cork, and Limerick, less than one half-penny.

Thus, the repayment of the sums originally borrowed for building the poorhouses forms a very small portion of the consolidated annuities now required to be paid to the Government; the sums claimed, however, on account of the consolidated annuities must necessarily be found a heavy addition to the current rates in some of the unions, since they increase in the inverse ratio of the poverty of the union and its ability to pay; the greatest expenditure having been made on the relief works where the greatest amount of poverty and destitution prevailed.

The repayment of these loans is now engrossing serious attention, and we make these statements to remove an existing misconception.

SEWAGE OF TOWNS: WESTON-SUPER-MARE.—A meeting of the Commissioners of Weston-super-Mare was held on Wednesday last, to consider the various plans sent in for disposing of the sewage of the town by disinfesting or otherwise, and for the best of which a premium had been offered by advertisement. Ten competitors appeared, and after an examination of their respective plans, that presented by Mr. T. A. Yarrow, C.E. of London, was accepted, and the premium awarded to him. We understand this plan was based upon one laid before the Agricultural Society of England about a year since, by his Royal Highness Prince Albert. It was estimated that 200*l*. would cover the first outlay, and that the annual cost of the filtering medium, would be more than repaid by the value of the manure retained.

\* We are quoting a local journal. If this be the usual commission, the architects of Birmingham must be getting rich.—Ed.